

**MEMORANDUM OF UNDERSTANDING
AMONG PARTIES TO
DEP’S BROWNFIELDS DEVELOPMENT AREA (“BDA”) INITIATIVE**

THIS AGREEMENT to promote environmental protection and foster neighborhood revitalization shall become effective on the date the last signature is placed on this agreement.

WHEREAS the Parties (the “Parties”) to this Memorandum of Understanding (“MOU”) are the NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION (“DEP”), [Name of BDA Steering Committee] (the “Steering Committee”), and [Name of Municipality] (the “Municipality”);

AND WHEREAS the Parties attest that they have the authority to be bound by this MOU, and all Parties agree not to contest their entry into the MOU, nor the terms and conditions of this MOU;

AND WHEREAS the New Jersey Legislature has found that brownfields can pose health risks to our residents, threaten our environment, and can also blemish neighborhoods, and has therefore called for a timely and efficient regulatory response. N.J.S.A. 58:10B-1.2.;

AND WHEREAS NJDEP hereby enters into this MOU in partnership with the Steering Committee and the Municipality pursuant to NJDEP’s authority to formulate comprehensive policies to promote environmental protection in Brownfields Development Areas (BDA) under N.J.S.A. 13:1D-1 et seq. and N.J.S.A. 58:10B-24;

AND WHEREAS attacking the issue of under-utilization of brownfield neighborhoods is critical to meaningful revitalization, by focusing on expedited restoration of entire communities, a plan for the revitalization of the BDA designated by this MOU can emerge as the new model for smart growth through regional rebirth, as addressed in Governor James McGreevey's Executive Order No. 38.

AND WHEREAS the BDA Initiative provides a framework and resources to empower affected neighborhoods to address brownfields where additional assistance may be needed, although, participation in the BDA Initiative will not affect or limit in any way utilization or application of New Jersey's other brownfield or remediation programs on properties within a BDA and, in addition, the BDA Initiative does not create or impose any additional regulatory or approval requirements on properties within the BDA;

AND WHEREAS the Steering Committee and the Municipality have submitted an application for participation in the NJDEP BDA Initiative with respect to a BDA referred to as [NAME OF BDA] (the "BDA"), which is further identified in Attachment 1 hereto, and NJDEP has accepted such application and approved the designation of the BDA;

NOW THEREFORE, intending to be legally bound, the Parties agree as follows:

I. DEP'S GOALS AND COMMITMENTS

By entering into this MOU, NJDEP agrees to:

1. Assign one Case Manager with overall responsibility for oversight of all brownfield properties within the BDA. The Case Manager will be available to assist in guiding the Steering Committee throughout the BDA process.
2. As promptly as possible, hold an Initial Meeting with the Steering Committee and representatives of the Municipality respecting the BDA. At the Initial Meeting, among other things, specify a process under which a Preliminary Assessment pursuant to N.J.A.C. 7:26E will be completed on each brownfield property within the BDA and specify a process under which a BDA Remediation and Reuse Plan will be completed. At this meeting, the parties to this agreement will enter into the MOU.
3. Following the Initial Meeting, collect baseline information including a Preliminary Assessment and, if necessary, a Site Investigation, for each of the properties in the BDA where such an Assessment has not been previously been conducted.
4. Following receipt of the Preliminary Assessments and, if applicable, the Site Investigations, convene a Preliminary Planning Meeting with the Steering Committee, the Municipal representative, planning experts and other potentially involved entities to discuss the implications of the Site Assessment results on future reuse alternatives.

5. Following the Preliminary Planning Meeting, convene a Baseline Resources Identification Meeting with the Steering Committee, the Municipality and other potentially involved entities to identify potential resources for remediation and reuse of brownfields within the BDA.
6. Following the Baseline Resources Identification Meeting, assist in the development of a Remediation and Reuse Plan for the BDA.
7. Following development of the BDA Remediation and Reuse Plan, convene a Strategic Plan Meeting with the NJDEP, the Steering Committee, the Municipality and other involved agencies, at which a detailed critical path for the plan will be developed for remediation and reuse of each brownfield property within the BDA, and for associated infrastructure and other work consistent with the BDA Remediation and Reuse Plan.
8. Throughout the BDA Initiative Process, in addition to the assistance referenced above, assist the Steering Committee in coordinating responses from other programs within NJDEP, and in coordinating input and assistance from other state and federal governmental entities.
9. Review the implementation of the BDA Remediation and Reuse Plan annually to ensure that adequate progress is being made.

II. STEERING COMMITTEE'S COMMITMENTS

By entering into this MOU, the Steering Committee agrees to:

10. Diligently pursue community goals for the BDA, as expressed in the Steering Committee BDA Initiative Application, and keep NJDEP informed if such goals change from time to time.
11. Encourage remediators and developers working within the BDA to submit legible, cogent and complete reports, applications and other documents to NJDEP.
12. Keep NJDEP apprised of any changes in site ownership, lot and block redesignations, site remediation proposals, and proposed clarifications to the BDA Remediation and Reuse Plans.
13. Be reasonably available for discussions or meetings with NJDEP when necessary.
14. Encourage property owners to provide reasonable site access to NJDEP for remediation oversight purposes.

III. MUNICIPALITY'S COMMITMENTS

By entering into this MOU, the Municipality agrees to:

15. Provide copies, upon request, of pertinent Ordinances and Resolutions to the Steering Committee, NJDEP, developers and persons performing and overseeing remediation or reuse within the BDA.
16. Integrate municipal decisions regarding zoning, infrastructure, and planning, to the extent lawful and appropriate, with schedules and plans to remediate and reuse sites within the BDA.

17. Communicate and coordinate local visions and ideas for redevelopment among the Steering Committee, NJDEP, the Municipality, the community and other affected parties.
18. Routinely consider passage of any additional Ordinances or Resolutions that may become necessary in the future to further effectuate the goals of the BDA Remediation and Reuse Plan

IV. ADDITIONAL COVENANTS BY THE PARTIES AND GENERAL CONDITIONS

19. Each Party agrees to employ its best efforts to function as a true partner in the BDA process by, among other things, communicating with and educating each other, and the community, concerning technical, financial and policy issues that are central to the successful BDA project; making themselves available at reasonable times for meetings, conference calls and other appointments; and adhering to adopted schedules and timetables.
20. All Parties commit to working together in partnership to resolve issues and disputes in a cost-effective and efficient manner.
21. Although the Parties will work closely in the BDA process toward their common remediation, reuse and revitalization goals under this MOU, no Party is agreeing, by entry into this MOU, to function as an agent or insurer any other Party, and no Party is agreeing under the MOU to indemnify any other Party.

22. No covenant by any Party to this Agreement is intended to waive any rights, obligations, or defenses that any Party may already possess pursuant to law.

V. MOU DURATION AND TERMINATION

23. This MOU may be terminated at any time for any reason by any Party through written notice to all other Parties.
24. Unless previously terminated pursuant to Paragraph 23 above, this MOU will terminate on the day that is one (1) year from the Effective Date, provided, however, that this MOU may be extended for subsequent terms of up to one (1) year each, upon written agreement of all Parties, and upon a finding by NJDEP that sufficient progress toward the goals of remediation and reuse of the BDA.
25. If this MOU is terminated, such termination will have no effect on the continuing viability of any other documents or agreements, including, but not limited to, any existing NJDEP oversight documents or directives for any property within the BDA, or any other documents relating to the BDA, the properties within the BDA or persons or entities associated with the BDA.

VI. SIGNATORIES

Each undersigned representative of NJDEP, the Steering Committee, and the Municipality hereby, certifying that he or she is authorized to enter into this MOU and to bind the parties to the terms of the MOU. The parties, intending to be

legally bound, do hereby execute this MOU and commit to its principles and its responsibilities.

**NEW JERSEY DEPARTMENT OF
ENVIRONMENTAL PROTECTION**

Date: _____ By: _____
Name:
Title:

**BROWNFIELDS DEVELOPMENT
AREA (BDA)**

Date: _____ By: _____
Name: [Steering Committee]
Title:

MUNICIPALITY OF _____

Date: _____

By: _____

Name:

Title:

Approval as to Legal

Sufficiency of MOU Form:

Deputy Attorney General